

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 003	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 4200373093	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Shared Services Center Building 1111, C Road Stennis Space Center, MS 39529		CODE XD040	1. ADMINISTERED BY (If other than Item X)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) To All Prospective Offerors			(<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. NNX11373093R <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) August 18, 2011 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to correct administrative oversights in Sections B, F, L, and M of the solicitation, to improve the readability and clarity of those sections, and answer questions received from industry since Amendment 002.

The due date and time for receipt of proposals remains unchanged.

Except at provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle L. Berdux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <hr/> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED September 15, 2011 (Signature of Contracting Officer)

Summary of Changes

Changes from the original solicitation are denoted by change bars in the margin and bold text.

1. Clause B.6, *Minimum and Maximum Quantities*, paragraph (a) is deleted in its entirety and replaced by the following:

“(a) For purposes of the minimum and maximum values identified in FAR clause 52.216-22, Indefinite Quantity, the minimum and maximum quantities to be ordered under this contract, **during the entire period of performance of this contract**, are specified below:

- (1) The minimum contract value is \$25,000.
- (2) The maximum contract value is \$30,000,000.”

2. Clause F.6, 52.217-9 Option to Extend the Term of the Contract, paragraph (c) is deleted in its entirety and replaced by the following:

“(c) The total duration of this contract, including **the phase-in period** and the exercise of any options under this clause, shall not exceed four years and six months.”

3. Provision M.1, *Source Selection Procedures*, paragraph (c) is deleted in its entirety and replaced by the following:

“(c) The SSA for this procurement is the **Director**, Program Operations Division, Headquarters Office of Procurement or designee.”

4. Provision M.2, *Evaluation Factors For Award*, paragraph (c)(1) is deleted in its entirety and replaced by the following:

“(1) **MANAGEMENT APPROACH SUBFACTOR:** This evaluation subfactor will be used to evaluate the Offeror’s ability to manage all requirements of the contract in an effective and efficient manner while minimizing program risk. Specifically, the SEB will evaluate the degree to which the Offeror’s management approach contributes to the realization of the Office of Procurement’s objectives and goals for this contract. The SEB will evaluate the Offeror’s:

- Organizational structure; span of control; lines of communication; integration within the corporate hierarchy; and integration of proposed subcontractor(s) to the extent the proposed organization promotes effective and efficient contract performance.
 - The extent of local autonomy granted to the on-site program manager to make key business decisions affecting the contract. The degree (or lack) of local autonomy granted to the on-site program manager will be assessed for its ability to promote effective and efficient contract performance.
 - Methods and techniques for planning, scheduling, processing, controlling and providing contract closeout and procurement support services under the contract.
 - Quality control processes and procedures for ensuring all work performed meets or exceed the quality requirements set forth in the contract.
 - Plan for ensuring sensitive information and data, as defined in Clause H.4, *Limitation of Future Contracting*, is properly safeguarded and not improperly disclosed or used. The Offeror's approach for identifying, avoiding, and/or mitigating organizational conflicts of interest as contained in its response to Attachment J-2, *Data Procurement Document*, Data Requirements Document # 6, *Organizational Conflict of Interest Plan* will also be evaluated.
 - Approach for ensuring effective customer relationship management (CRM) and the conduct of outreach activities.
 - Qualifications, skills, knowledge, and ability of the proposed on-site program manager and supervisory staff along with their availability and long-term commitment to the contract.
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- Approach to innovation and continuous improvement with the **overall** goal of improving the quality and timeliness of all contract services at a reduced cost.
 - Extent to which the proposed negative performance incentive (Clause B.3, *Performance Incentive*, paragraph (f)) promotes effective and efficient contract performance.
 - Approach for ensuring employees receive training that is tailored to the work being performed, timely, improves current job performance, cost effective, and reflects the proper mix of formal and on-the-job instruction as defined in its response to Attachment J-2, *Data Procurement Document*, Data Requirements Document # 9, *Training Plan*.
 - Approach to subcontracting or teaming, and compliance with the Small Business Administration's *Ostensible Subcontractor Rule*. In the event an Offeror's proposal is determined to be unacceptable based on this evaluation, the matter will be referred to the Small Business Administration.

- Safety and Health Plan for compliance with Attachment J-2, *Data Procurement Document*, Data Requirements Document # 8, *Safety and Health Plan*, and Provision L.10, *Safety and Health Plan*.
 - Policies and procedures for ensuring the safety and health of its employees in the workplace.
 - Information Security Management Plan for compliance with Attachment J-2, *Data Procurement Document*, Data Requirements Document # 7, *Information Technology (IT) Security Plan*, and Clause H.11, *Security Requirements For Unclassified Information Technology Resources*.”
5. **Attachment L-2(R1), *Skill Mix to be Utilized for the Performance of Contract Closeout Services*, is deleted in its entirety and replaced by Attachment L-2 (R2), *Skill Mix to be Utilized for the Performance of Contract Closeout Services*, attached hereto.**
6. **Answers to Questions from Industry since Amendment 002 follow below.**

Amend. #	Question#	RFP Reference	Question/Comment	Answer
001	1	RFP Provision L.18, Volume II: <i>Past Performance Proposal/Instructions,</i> pg L-14	Which required elements of the Past Performance Volume II, such as OSHA Logs and environmental citations for example, are excluded from the page limitations? If none, would the Government consider significantly increasing the Volume II page limit?	The page limitation for the Past Performance Volume set forth in Section L covers all information requested in Provision L.18, Volume II: <i>Past Performance Proposal/Instructions</i> . No requested past performance information is excluded from the page limitation. The Government believes that the specified page limitation is sufficient to adequately address the information requested.
001	2	RFP Provision L.17, Volume I: <i>Mission Suitability Proposal Instructions</i> , (c) MS-3 Subcontracting and Teaming Approach, pg L-11	L.17.c instructs the Offeror to include the "Dollar value and period of performance" in describing any teaming arrangements or subcontracts. Since the inclusion of cost/price data is usually prohibited in the technical volume, can you please clarify the Government's intent?	The information being requested will assist the Government in fully understanding any teaming arrangements or subcontracts proposed. Pricing information in this section of your proposal shall be limited to the total value of any proposed teaming arrangement or subcontract, inclusive of options. Do not include supporting pricing information in this section of your proposal.
001	3	RFP Provision L.18, Volume II: <i>Past Performance Proposal/Instructions</i> , (f), pg L-15	May we direct our customers to submit their responses to our Past Performance Questionnaires to you electronically instead of via postal mail?	Yes, at the option of the customer responding to the questionnaire, the response may be sent electronically via email to michelle.l.berdux@nasa.gov.
002	4	RFP Clause 1.84, <i>Notification of Competition Limited To Eligible 8(A) Concerns</i>	Are joint venture organizations permitted under this contract?	This competitive solicitation is limited to eligible 8(a) concerns. Offerors submitting proposals must comply with the requirements contained in Clause 1.84, FAR 52.219-18 <i>Notification of Competition Limited To Eligible 8(A) Concerns</i> .
002	5	RFP Section J, Attachment J-1, <i>Statement of Work</i> , Section 4.1, Contract Closeout Services of the SOW;	Part of the contract is firm fixed price and part is indefinite quantity. Is there a guaranteed minimum workload for the firm fixed price?	Contract closeout services, as further defined in Section 4.1, <i>Contract Closeout Services</i> of the SOW, will be procured on a firm fixed price, completion basis in accordance with Clauses B.2, <i>Firm Fixed Price</i> and B.3, <i>Performance Incentive</i> . The quantity and type of contractual instruments to be closed in a given year are specified in Clause B.3, <i>Performance Incentive</i> , paragraph (d). The minimum and maximum quantities of Procurement Support Services that can be ordered under the IDIQ provisions of the contract are specified in Clause B.6, <i>Minimum and Maximum Quantities</i> .
002	6	RFP Section J, Attachment J-1, <i>Statement of Work</i> , Section 1.0(c)	Section 1.0 (c) states that NASA Headquarter has a separate agency-wide contract. Will NASA headquarters have a separate agency-wide contract for Procurement Support Services?	Your interpretation of Section 1.0, <i>Introduction</i> , paragraph (c) of the Statement of Work is incorrect. NASA Headquarters does not have a separate Agency-wide contract for Closeout and Procurement Support Services. Procurement services (award and administration) for NASA Headquarters are performed by personnel located at the Goddard Space Flight Center (GSFC) Procurement Office. Likewise, contractor personnel performing closeout services on HQ's contractual instruments under the current Agency-wide closeout contract are also located at GSFC. Please refer to Provision L.21, <i>Background and Historical Information</i> , paragraph (a).
002	7	RFP Section J, Attachment J-1, <i>Statement of Work</i> , Section 1.0(e)	Section 1.0(e) states that the administration of this contract will be performed at the NASA Shared Services Center (NSSC). Does the program manager (PMO) need to be located onsite at the NSSC or any other location?	The location of the Offeror's Program Manager is at the discretion of the Offeror and will be considered during evaluation under the Mission Suitability Factor, Management Approach Subfactor.

Amend. #	Question#	RFP Reference	Question/Comment	Answer
002	8	RFP Section J, Attachment J-1, Statement of Work, Section 2.0, Applicable Documents, paragraph (b)	Section 2.0 (b) Can you provide the name and contact information for the technical monitor at the center.	No, in accordance with Provision L.14, Communications Regarding this Solicitation, questions or comments regarding this solicitation shall be submitted in writing to the Contracting Officer. Questions or comments shall not be directed to technical activity personnel.
002	9	RFP Section J, Attachment J-1, Statement of Work, Section 3.1, On-site Contractor Performance, paragraph (a)	Section 3.1(a) How many contractor employees are located onsite at each NASA location where contract closeout services are provided under this contract? What is the range of pay for the contractor's employees located onsite at each NASA location?	This information will not be provided.
002	10	RFP Section J, Attachment J-1, Statement of Work RFP Section L, Provision L.21, Background and Historical Information, paragraph (d)	How many employees are currently performing procurement support services at each NASA location where procurement support services are sought under this contract?	This information is provided in Provision L.21, Background and Historical Information, paragraph (d). Offerors are strongly cautioned to carefully read this provision in its entirety.
002	11	RFP Section J, Attachment J-1, Statement of Work, Section 3.1, On-site Contractor Performance, paragraph (b)	Section 3.1(b) states that there may be occasion when support will be required outside regular duty hours and/or on weekends, as the need arises. How often does the need arise?	This is an infrequent event that rarely occurs other than at the end of the Government's fiscal year. Historical data regarding the exact number of these occurrences does not exist.
002	12	RFP Section J, Attachment J-1, Statement of Work, Section 3.5, Reporting Deliverables , paragraph (b)	Section 3.5(b). Is there a requirement for employees that have ceased work under the contract to sign a debriefing to the NDA?	No, the requirement for conducting such a debriefing is at the discretion of the Offeror but must be consistent with the provisions of the Offeror's Organizational Conflict of Interest Plan.
002	13	RFP Section J, Attachment J-5, Projected Number of Instruments To Be Closed	Section 1.0 states that NASA Headquarter has a separate agency-wide contract. Why is NASA Headquarter listed in the table to Attachment J-5 for the projected number of instruments to be closed? Should our proposed cost include NASA Headquarter?	Please refer to the answer for question #5 and question #6.
002	14	RFP Section J, Attachment J-1, Statement of Work, Section 1.0 RFP Section H, Clause H.6. NFS 1832.225-70 Export Licenses, paragraph(b)	H.6(b) states that the Contractor shall be responsible for obtaining export licenses. Was it necessary for the incumbent or prior contractors to obtain an export license?	No.

Amend. #	Question#	RFP Reference	Question/Comment	Answer
002	15a	RFP Section B, Clause B.3, <i>Performance Incentive</i> , paragraph (d), pg B-3, table; RFP Section B, Clause B.3, <i>Performance Incentive</i> , paragraph (e), pg B-3, sentence one;	Does the government intend for the 2012 projections identified in Section J, Attachment J-5, table 2 to be used as the baseline for the Standard Performance Range?	No.
		RFP Section B, Clause B.3, <i>Performance Incentive</i> , paragraph (f), pg B-3, Negative incentive;		
		RFP Section J, Attachment J-5, <i>Projected Number of Instruments To Be Closed</i> , pg 1 of 1, Table 1, 2011 Expiring Documents, last row, last column;		
		RFP Section J, Attachment J-5, <i>Projected Number of Instruments To Be Closed</i> , pg 1 of 1, Table 2, 2012 Expiring Documents, last row, last column	If the answer to question #15 part a above is no, does the government intend for the Standard Performance Range identified in Section B, Page B-3, Clause B.3, paragraph (d), table to be used as the baseline?	Yes.
002	15b			
002	16	RFP Section B, Clause B.2, <i>Firm Fixed Price</i> , paragraph (a), pg B-1; RFP Section J, Attachment J-5, <i>Projected Number of Instruments To Be Closed</i> , pg 1 of 1, Table 2, 2012 Expiring Documents, last row, last column	Does the government intend for the 2012 projections expiring documents (3,067) to be used by the bidder to establish the Firm Fixed Price elements for The Total Firm Fixed Price table completion?	No, Offerors shall use the number of contractual instruments to be closed identified in Clause B.3, <i>Performance Incentive</i> , paragraph (d) as the basis for establishing the Offerors firm-fixed price. The statistical data listed in Attachment J-5, <i>Projected Number of Instruments To Be Closed</i> , and Attachment J-6, 2008-2010 Closeout Statistical Data, is provided only to give Offerors an indication of the work load at each Center along with the types of contractual instruments generally closed at each Center.
002	17	RFP Clause H.4, <i>Limitation of Future Contracting</i>	Due to the Agency-wide nature of this contract, to what extent would we, as a company, including any of our affiliates, be prohibited from pursuing or otherwise be required to recuse ourselves from all future NASA opportunities? Would these prohibitions extend beyond the completion of the ACCPSS contract and, if so, for how long? Please include references to any relevant regulations that govern this matter.	An Offeror is not restricted from proposing on future NASA procurement opportunities, but during the term of this contract any personnel performing work under this contract would be prohibited from participating on any business development, proposal preparation, or capture team formed for the purpose of obtaining additional NASA work. (Reference Clause H-4, 1852.209-71, NFS1852.209-71, <i>Limitation of Future Contracting</i> , paragraph (c)) This clause shall be included in every subcontract (Reference paragraph (h)). The restriction of this clause covers all option periods; extensions to be period of performance issued under a bilateral agreement; or extensions to the period of performance issued pursuant to Clause I.64, <i>Continuity of Services</i> (Reference paragraph (e)).

Amend. #	Question#	RFP Reference	Question/Comment	Answer
002	18	RFP Section J, Attachment J-5, <i>Projected Number of Instruments To Be Closed</i>	We recognize that the projected number of contractual instruments expiring in 2012 is based on data current as of July 31, 2011. Do you believe that the actual number of contractual instruments that will expire in 2012 to be similar to 2008 - 2011, roughly 10,000 - 11,500 total?	Yes, the Government believes the actual number of contractual instruments expiring in 2012 will roughly mirror the numbers experienced in 2008 through 2011 (10,000 to 11,500 annually). The Government also believes that the number of instruments that will expire in 2013 through 2016 will also roughly mirror the numbers experienced in 2008 through 2011.
002	19	RFP Section B, Clause B.3, <i>Performance Incentive</i>	Regarding the qualifying conditions for the Positive Incentive, we believe that the amount of the incentive award is far too small to cover the additional effort and associated expense which would be required to qualify for the award, especially when contrasted with the potentially large amount of the Negative Incentive penalty, coupled with the relative ease with which it could be triggered. As a result, the unintended incentive is for us to drastically increase our price in response to the significant risk and minimal potential reward we would face. This disparity applies with all of the historical data charts in J-5 and J-6, but is especially exacerbated by the much lower numbers in the 2012 contract expiration table. We respectfully request that the Government clarify their intent and reconsider the incentive terms.	Answer was truncated. See Amend 003 #20 below for complete response.
003	20	RFP Section B, Clause B.3, <i>Performance Incentive</i>	The Government's response to Question 19 appears to have been truncated in Amendment 2. Can the Government release another Amendment with the complete answer to Question 19? Question #19 (above) Regarding the qualifying conditions for the Positive Incentive, we believe that the amount of the incentive award is far too small to cover the additional effort and associated expense which would be required to qualify for the award, especially when contrasted with the potentially large amount of the Negative Incentive penalty, coupled with the relative ease with which it could be triggered. As a result, the unintended incentive is for us to drastically increase our price in response to the significant risk and minimal potential reward we would face. This disparity applies with all of the historical data charts in J-5 and J-6, but is especially exacerbated by the much lower numbers in the 2012 contract expiration table. We respectfully request that the Government clarify their intent and reconsider the incentive terms.	The Government's intent is to enter into a contract (on a firm-fixed price, completion basis) that will provide the capability for closing out a quantity of contractual instruments falling within the standard performance range identified in Clause B.3, <i>Performance Incentive</i> . This same quantity of contractual instruments will be required to be closed during each option year of the contract. It is the Government's desire not to invoke either the positive or negative incentive during contract performance. These incentives have been included to ensure that an expected level of performance (Standard Performance Range) is achieved and only exceptional performance is rewarded and substandard performance is penalized. The competitiveness of the market place along with the business risk posture of each potential offer will determine the aggressiveness of the pricing received along with any potential contingencies included in that pricing. The large number of proposals anticipated to be received with ensure that fair and reasonable pricing will be obtained. The government has reviewed both the positive and negative incentives included in the solicitation and at this time will not make any changes to those incentives.

ATTACHMENT L-2 (R2)**SKILL MIX TO BE UTILIZED FOR THE PERFORMANCE OF CONTRACT CLOSEOUT SERVICES**

Year:	<input type="checkbox"/> Base Period	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2	<input type="checkbox"/> Option 3	<input type="checkbox"/> Option 4							
Labor Categories	ARC	DFRC	GRC	GSFC	JPL/NMO	JSC	KSC	LaRC	MSFC	NSSC	SSC	Totals
Example: Closeout Specialist I	2	1	0	0	0.5	0	0	0	0	0	0	3.5
Totals	2	1	0	0	0.5	0	0	0	0	0	0	3.5